

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: PETERSON et al.

Application No.: 09/423,025

Group No.: 3621

5 Filed: 10/28/1999

Examiner: OBEID, Mamon A.

For: DIGITAL CONTENT VENDING, DELIVERY, AND MAINTENANCE SYSTEM

Mail Stop Appeal Briefs-Patents

Commissioner for Patents

10 P.O. Box 1450, Alexandria, VA 22313-1450

**REPLY BRIEF (37 C.F.R. § 41.41)**

This brief is in reply of the Examiner's Answer dated 03/05/2009.

### **PRELIMINARY INITIAL ITEMS**

The Examiner's Answer somewhat confusingly uses numbered headings (*e.g.*, "(9) Grounds of Rejection") and also uses item numbering within some sections (*e.g.*, on pg. 3 the heading "(9) Grounds of Rejection" is followed by the item-specific text "1. The following ground(s) ..."). In the interest of brevity and consistency we use item and page numbers (not heading numbers) in the following.

In the Examiner's Answer, items 7-14 in the Ground of Rejection section recite the rejections essentially the same as items 9-15 do in the final Office Action. In the interest of brevity and since a reader will presumably have the Answer ready at hand, we do not discuss this or generally cite to the final Office Action unless there is a relevant difference.

### **PRELIMINARY SUBSTANTIVE ITEM #1**

Throughout this prosecution the Examiner has stated rejections of the dependant claims and Appellant has stated detailed argument that this is error (*e.g.*, *Appeal Brief, VII(C)(i)(b)-(d) and VII(C)(ii)-(iii), pg. 21, ln. 10 through pg. 24, ln. 11*). However, the Office Actions and particularly now the Answer have no rebuttal of any of Appellant's argument that this is error and that dependant claims 13-15, 27-28, and 30-31 should be allowed.

### **PRELIMINARY SUBSTANTIVE ITEM #2**

The record in this case is utterly confused with respect to whether Appellant's final amendment filed on 07/28/2009 has been entered.

- The final Office Action dated 06/12/2008 states "[regarding claims 16, 26 and 29 the] Examiner suggests replacing the phrase "all said keys" with "said at least one key"" (*pg. 2, last sentence*).
- Appellant made such amendment in its Response filed 07/28/2008 (*pg. 10-12; discussed as responsive to the Examiner's suggestion on pg. 2, ln. 8-17*).
- The Advisory Action dated 08/07/2008 indicates that the amendment "will not be entered" (*box 7.a*).
- Applicant's Appeal brief:
  - ♦ Notes "[t]he Advisory Action dated 08/07/2008 indicates non-entry (*IV, pg. 4*);
  - ♦ Discusses this in detail (*VII(A), pg. 11, ln. 6-22*); and

- ◆ Contains a copy of the claims without the amendment (*VIII*, pg. 25-28).
- However, the Examiner’s Answer (hereinafter the “Answer”):
  - ◆ States that the Advisory Action “is an error and the amendment has been entered by the Examiner” (*Status of Amendments After Final*, pg. 2; see also, *Response to Argument*, item 15, pg. 7);
  - ◆ Maintains the subject rejection (*Grounds of Rejection, Claim Rejections – 35 USC § 112*, items 1-4, pg. 3);
  - ◆ Again states “[regarding claims 16, 26 and 29 the] Examiner suggests replacing the phrase “all said keys” with “said at least one key”” (*id.*, item 4); and
  - ◆ Throughout argues the claims as if the amendment has not been entered (*e.g.*, item 7.c , pg. 4; and items 16-17, pg. 7-8).

This all begs the question: What version of the claims should now be considered? Since the Appeal Brief contains a copy of the claims without the final amendments, we herein now provide a copy of the claims with the final and now reportedly entered amendments.

### **THE GROUNDS OF REJECTION**

#### **The 35 USC § 112, second paragraph rejection:**

As discussed above, it is unclear whether the claims are now amended as the Examiner himself suggested or still remain not finally amended. In either case, the Answer reiterates the rejection of claims 12-15 and 26-31 (all) (*item 3*, pg. 3) and we again urge that this is error.

While the Answer includes some further discussion of this (*items 16-17*, pg. 7-8), we urge that this rejection should be moot (and withdrawn) in view of Appellant’s amendment in the Examiner’s own suggested manner to avoid this rejection or that this rejection still is not based on a correct interpretation of what the claims recite, that being what one of ordinary skill in the art would understand them to recite, as discussed in our Appeal Brief (*VII(A)-(B)*, pg. 11-12).

#### **The 35 USC § 103 rejection:**

The Answer reiterates this rejection of claims 12-15 and 26-31 (all) (*items 6-14*, pg. 4-7) and we again urge that this is error.

### The § 103 rejection of claim 12:

The Answer (*item 7, pg. 4-5*) reiterates the basis for this rejection as being exactly that previously stated in the final Office Action (*item 9, pg. 3-4*). As discussed in our Appeal Brief (*VII(C)(i)(a), pg. 12, ln. 23 through pg. 13, ln. 3*), however, the rejection as stated (before and now again) fails to establish a *prima facie* case for obviousness because it fails to even assert that key claim limitations/elements/steps are found in the prior art.

**Starting with claim 12 at step (a)**, this recites “storing an inventory of assets in a hard drive of a personal computer prior to delivery of said personal computer to a user ...” (underline added for emphasis, here and throughout unless noted otherwise). The Answer (*item 7.a, pg. 4*) is the same as the final Office Action (*item 9.a, pg. 3*) with respect to this, and this argument is thoroughly covered in our Appeal Brief (*pg. 16, ln. 1-24*).

Unfortunately, the Response to Argument in the Answer (*items 18 and 19.a, pg. 8*) is another matter. In item 18 the Examiner asserts that he did not fail to address the subject claim elements/steps (having just failed yet again to do so in the Ground of Rejection section of the Answer), and then purports to offer a “detailed explanation” in item 19.

Respectfully, the first three lines in item 19.a are new argument in an eleventh-hour attempt to remedy a failure to have previously ever articulated a full rationale for this rejection. This is prosecution by ambush, having never been asserted in the prosecution to date and with Appellant having had no reasonable opportunity to respond until now. Nonetheless, aside from the procedural impropriety here, it can be observed that this new argument is logically incorrect and is not supported by the accompanying citations to the prior art. The Answer here states:

*19. As per claim 12: Subler discloses:*

*a. Storing an inventory of assets (e.g. "valued items" and "non-valued items") in a hard drive (e.g. "user database") of a personal computer (e.g. user's workstation) prior to delivery of said personal computer to a user ("end user 16") wherein said assets are instances of the digital content (e.g. "digital information" or [SIC]) and are protected (e.g. encrypted) from unauthorized use by a digital wrapper (e.g. encryption) requiring at least one key for unwrapping (e.g. decrypting or unlocking) (column 1, lines 5-6 and 62-63, column 4, lines 16- 38);*

At col. 1, ln. 5-6 Subler provides nothing relevant to storing anything, much less such occurring prior to something. At col. 1, ln. 62-63 Subler merely states “[t]he item of digital information is distributed on a high-capacity random access storage medium,” which means a CD when taken in the context of Subler’s teachings. For example, “devices for embodying the digital information ... like CD-ROMs, and switched telephone network communications.” (*col. 1, ln.*

11-15). In general, it will overwhelmingly be clear to one skilled in the art that Subler is teaching the use of CD-ROMs (*e.g.*, FIGS. 1-4; col. 1, ln. 7-28, *i.e.*, all of Subler's Background of the Invention Section that the Examiner has not cited; and see especially, col. 4, ln. 16-38 which is even cited here by the Examiner). Furthermore, at col. 1, ln. 62-63 Subler clearly is not teaching  
5 'storing an inventory of assets in a hard drive of a PC prior to delivery of it to a user.' And at col. 4, ln. 16-38 Subler is clearly teaching pre-mastering data to 'burn' multiple CD-ROMs. Thus, there is nothing whatsoever here in the Examiner's new cites to Subler about instead storing data into a hard drive of a PC, much less doing this prior to delivery of the PC to a user. Note also that Subler here, as throughout, teaches storing its data with special software necessary to accompany  
10 it, and that there is no corresponding limitation in claim 12.

In sum, Subler does not teach or reasonably suggest "storing an inventory of assets in a hard drive of a personal computer prior to delivery of said personal computer to a user," as recited in claim 12.

**Continuing with respect to claim 12 at step (b)**, this is covered in our Appeal Brief (*pg.*  
15 *16, ln. 26 through pg. 18, ln. 22*). The Answer (*item 19.b, pg. 9*) newly further cites FIGS. 5-8 of Subler, but this adds nothing relevant and our Appeal Brief arguments encompass it as well.

**Continuing with respect to claim 12 at step (c)**, this is covered in our Appeal Brief (*pg.*  
*18, ln. 23-29*). The Answer (*item 19.c, pg. 9*) newly states "c. accepting a selection representing a particular said asset (*e.g.* "purchase order") from said user (column 5, lines 5-30)," wherein the  
20 under lineation indicates something that is new. This at least gives us a hint at the Examiner's possible reasoning process with respect to what follows.

As a point of order, it should be noted that col. 5, ln. 5-30 of Subler generally discuss order handling but does not teach or discuss a purchase order.

**Continuing with respect to claim 12 at step (d)**, this is covered in our Appeal Brief (*pg.*  
25 *18, ln. 30 through pg. 20, ln. 11*). The Answer (*item 19.d, pg. 9*) includes new argument and citation. The Answer here states:

*d. transmitting money representing payment for said selection and an identifier (e.g. I.D.) associated with said selection from the personal computer to a clearing house (e.g. "order taker 46" or "order taking system 42"), via a*  
30 *communications system (e.g. internet) (column 4, lines 51-64; figure 20);*

The under lineation here indicates what is new.

With respect to an “I.D.,” neither col. 4, ln. 51-64 or FIG. 20 of Subler teach such for a selection by a user. Granted, there is mention in col. 4, ln. 51-64 of “information that is unique to the particular workstation,” but workstation identification is not relevant here. By going back to the discussion above of step (c), however, we may now surmise that the Examiner’s thinking is perhaps that an order entails a purchase order and that a purchase order entails identification of what is being purchased.

Respectfully, Appellant should not have to speculate what an Examiner’s thinking is, but not withstanding that and presuming that our speculation here is correct, this is all illogical. One transmits money paying on/for a purchase order, versus transmitting money and an identifier merely for a selection specified in a purchase order. For example, if a purchaser issues a purchase order for items A, B, and C to a vendor, one then does not transmit payment along with an identifier for only item B.

Recall as well, as noted in the discussion of step (c) above, that a “purchase order” is something the Examiner has speculatively contrived. There is no support for the prior art of record actually teaching such.

Continuing, something especially relevant here is where money is transmitted. In Subler we have an example of a simple purchaser-vendor relationship where the purchaser pays the vendor. In contrast, in claim 12 and throughout all of the claims and being a major benefit of the present invention, Appellant employs a vendor-purchaser-clearing\_house relationship (*see e.g., Appeal Brief, pg. 6, ln. 16 through pg. 7, ln. 5*), where a vendor provides goods to a purchaser (but the goods cannot be used because they are protected by a key); the purchaser therefore transmits payment for and an identifier of a specific item they want to a clearing house; and the clearing house then returns a key to the purchaser that allows them to unlock and enjoy their purchase. Beneficial in this novel approach are that the purchaser and the vendor can trust the clearing house because it typically is a known financial institution (and thus the purchaser and the vendor need not trust each other), and the clearing house does not need to know what it is that the vendor sells or that the purchaser buys. This all, of course is quite different and more secure than a simple purchaser-vendor relationship.

In sum, nothing in Subler teaches or reasonably suggests this (or numerous other elements in claim 12 that Subler specifically has been relied upon as teaching), and the new argument and citation in the Answer does not support a contrary conclusion.

Continuing with respect to claim 12 at step (e), our Appeal Brief explicitly skipped this in the interest of brevity (pg. 20, ln. 12). For reasons unknown, the Examiner now provides new argument and citation in the Answer (item 19.e, pg. 9). But let us move on, Appellant concedes that cryptography is a known art and that the present invention uses conventional cryptography, albeit, we urge, in a novel manner as encompassed by claim 12 as a whole.

Continuing with respect to claim 12 at step (f), this is also covered in our Appeal Brief (pg. 20, ln. 12-17). The Answer (item 19.e, pg. 9) newly includes two citations – but these both cover conventional aspects of cryptography used by Subler, as well as by claim 12 and hundreds or thousands of other inventions.

Turning next to item 20 in the Answer (pg. 10), this does not state what it is relevant to (but apparently still claim 12, since the Examiner’s Answer nowhere responds to our points on any of the other claims).

This does not rebut any of our Appeal Brief arguments, and actually supports Appellant’s position in multiple respects. The Examiner here uses the label “CD-ROM” four times and discusses the use of such in a manner that is necessary for a CD-ROM but again ignores or overlooks that all of the claims use hard drive technology. The Examiner here also discusses a user making a purchase order and things then happening in response to such. However, as discussed above, a purchase order is something the Examiner has introduced only now in this prosecution (as an apparent unstated taking of official notice) and using a purchase order is not analogous to what Appellant does in the claims with individual selection identifiers.

Turning next to item 21 in the Answer (pg. 10), this similarly fails to state which of the claims it is relevant to. Notwithstanding, we urge that this is relevant to and further illustrates the patentability of all of Appellant’s claims over the prior art of record.

The Answer here states

*Subler does not specifically disclose is storing digital content in a hard drive of a personal computer ... prior to delivery of said personal computer to a user. However, Hurley clearly discloses means for delivering digital content to a user, such as downloading content from the internet, CD ROM, floppy disk, personal computers hard drives or though broadcast media (Hurley: column 1, lines 16- 24; column 2, lines 50-64). Therefore, Hurley discloses means for delivering digital content including; hard drives of a personal computer.*

We have already rebutted the Examiner's end conclusion here ("relates to software that is provided other than [such]" Hurley at col. 1, ln. 8-27; and see generally, Appeal Brief at pg. 13, ln. 5-pg. 14, ln. 7). We therefore here respectfully draw the reader's attention to the underlined instance of the word "prior" above. As can be seen, the Examiner concedes that Subler does not teach this limitation yet there is no assertion here that Hurley instead teaches it and the means for delivering recited here are all ones for user employment after delivery of a personal computer.

With respect to independent claim 12 (and dependant claims 13-15), it should now be clear that the Subler-Hurley combination does not teach the "prior" limitation (or other limitations, *e.g.*, hard drive delivery or clearing house payment) and that a *prima facie* case has not been established.

With respect to independent claim 26, this claim recites no limitation of a "means for delivering digital content" and it follows that the Subler-Hurley combination is teaching away from claim 26. [N.b., claim 26 recites that "a hard drive installed in the personal computer [and that] an inventory of assets are stored in said hard drive." A key benefit of the present invention is that separate storage and delivery means are not necessary. The storage and the delivery means are the same, and thus quintessentially is at least an improvement per 35 USC. § 101 over prior art like Subler and Hurley.]

With respect to dependant claims 27-28, claim 27 recites that "said hard drive is installed by a manufacturer of the personal computer with said inventory already pre-stored therein." The Subler-Hurley combination clearly does not teach either of the underlined limitations.

With respect to independent claim 29 (and dependant claims 30-31), the same points as for claim 26 apply.

**Turning next to item 22 in the Answer (pg. 10-11)**, this similarly fails to state which claims it is relevant to. This is conclusive in nature and we urge that it has generally been rebutted in our Appeal Brief and in this Reply Brief. In particular, however, nothing here undermines any of the points just made above with respect to item 21 in the Answer.

**Turning next to item 23 in the Answer (pg. 11)**, this is a hodge podge of confusion. For example, this cites "applicant's arguments [at] (pages 5- 15)" but this does not correspond with any Response or to our Appeal Brief. For example, no Response approaches 15 pages in length and pages 5-15 begin midway into section V, include all of section VI, and end midway through



section VII(C) of the Appeal Brief. Additionally, this single paragraph item confusingly discusses three distinct topics.

The first such topic is whether we have tried to show nonobviousness by attacking references individually. The Examiner asserted similar in the final Office Action (*item 17.a, pg. 7*) and our Response submitted 07/28/2008 (*pg. 3, ln. 18 through pg. 4, ln. 4*) then stated:

*In Item 17.a the Action states “[i]n response to applicant’s arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references” but fails to provide any examples. In a responsive spirit we nonetheless reply.*

*As is well known:*

*(1) it is the responsibility of the Office to establish a prima facie case in support of all rejections;*

*(2) a prima facie case for obviousness based on a combination of references requires that the references in combination teach or reasonably suggest all of the elements and limitations of the claimed invention;*

*(3) when the Office asserts that a reference teaches or reasonably suggests an element or limitation of the claimed invention and the reference in fact does not, no prima facie case has been established.*

*To the extent that it may appear that Applicant has attacked references individually, it is believed that this has consistently instead been showings that the Office has not established a prima facie case by rebutting specific assertions in the Actions that the Office has relied on to support rejection.*

The second of the Examiner’s topics in item 23 is that “Appellant has decided to analyze the secondary reference Hurley first.” Yes, we did this for the detailed reasons stated in the Appeal Brief (*pg. 12, ln. 23 through pg. 13, ln. 3*). In sum, our position was and remains that the Examiner devoted one-half of a sentence to argument that Hurley teaches a key limitation of all of the independent claims; that Hurley does not teach this limitation; that by the Examiner’s own admission Subler does not teach this limitation; that the Subler-Hurley combination according does not teach this limitation; and therefore that no *prima facie* case has been established.

The third second of the Examiner’s topics in item 23 is a teaching-suggestion-motivation based argument (offered only now, this late in prosecution, and wherein the motivation is seen in the benefit that the present invention provides rather than anything actually appearing in the prior art) that the Subler and Hurley references are properly combinable. Respectfully, we think that the Subler and Hurley references are not properly combinable. We have consistently maintained this during prosecution (*see e.g., final Office Action, pg. 7, ln. 25 through pg. 9, ln. 5*). While we

did not make improper combination a major argument in our Appeal Brief, it is discussed in passing (*see e.g., VII(C)(i)(a), pg. 13, ln. 16-19; pg. 14, ln. 4-8; and pg. 21, ln. 5-8*). But we also urge that whether Subler and Hurley are combinable need not even be decided. Appellant's first line of argument has consistently been that that the Subler and Hurley references, taken alone or in combination, do not teach all of the claim limitations. If this is so, then whether Subler and Hurley are properly combinable is a question that need not even be addressed.

And further with respect to this third topic in item 23, the Answer here states "[o]ne of Hurley's motivations to pre-store or pre-install digital content ...." This is improper hindsight based on Appellant's teachings. Nothing in either Subler or Hurley teaches or reasonably suggests pre-storing, pre-installing or otherwise having digital content present prior to PC delivery to an end user. The Examiner now cites Hurley at col. 2, ln. 28-31 as supporting this but it clearly does not. It is merely discussion by Hurley that its invention is cost effective with respect to software distribution generally. The Examiner's reasoning here is based on more wishful but incorrect interpretation of Hurley. It should be recalled that "Hurley's invention "relates to software that is provided other than ... software stored on a physical medium." ... A hard drive is a physical storage medium, and Hurley here explicitly states that it relates to something other than what is stored in such." (*Appeal Brief, pg. 13, ln. 34 through pg. 14, ln. 3, quoting Hurley at col. 1, ln. 11-16*).

**Turning next to item 24 in the Answer (pg. 12)**, this states "[i]n response to applicant's arguments that Subler teaches nothing about digital content protection ...." However, this is disingenuous. To rebut citations by the Examiner that clearly do not support the § 103 rejection of claim 12, we state in the Appeal Brief (*pg. 16, ln. 10-15*) that "[a]t col. 1, ln. 5-6 Subler teaches nothing about protection ... [a]t col. 1, ln. 62-63 Subler similarly teaches nothing about protection ... [a]t col. 7, ln. 10-13 Subler also teaches noting about protection." But then we further state in the Appeal Brief (*id., ln. 18-19*) that "[a]t col. 9, ln. 32-48 and col. 16, ln. 20-27 Subler at least has some relevance to protection generally."

In any regard, this is more of the conventional cryptography issue, wherein the Examiner has fixated on the presence of one conventional element while ignoring or treating as de minimis numerous novel elements. Appellant has throughout this prosecution conceded that the use of conventional cryptography, albeit, in a novel manner as encompassed by claim 12 as a whole.

**Turning next to item 25 in the Answer (pg. 12-13)**, this is another hodge podge of confusion. The Examiner, has missed or is obtusely ignoring the gist of Appellant's argument here in the Appeal Brief (pg. 16, ln. 26 through pg. 18, ln. 22). Briefly, our argument was and remains that Subler is teaching (or implicitly has) many limitations/features that are necessary for its invention to work and that the claimed invention does not include or need these.

**Turning next to item 26 in the Answer (pg. 13)**, the Examiner makes a number of "interpretations" here that are improper and incorrect. With one (incorrect) exception, the Examiner cites no support in the references or the record for these interpretations. The "interpretations" thus appear to be merely new conjecture or takings of official notice. As for the general quality of these interpretations, we urge that our Appeal Brief (pg. 16, ln. 26 through pg. 18, ln. 22) shows that these are incorrect. As for the one interpretation here with a cite to purported support, the Answer here states "the Examiner has relied on a secondary reference, Hurley, which clearly discloses digital content being executed directly from personal computer's hard drive." But this does not support the rejection. Whether digital content is ever "executed" is irrelevant (in fact, much is not executable, e.g., JPG or GIF format files versus EXE files). Rather, what is relevant here is that that the purported digital content of Hurley is not equivalent to Appellant's digital content and the purported digital content of Subler necessarily requires executing special software to access it. Appellant's claims do not recite or require such.

**Turning next to item 27 in the Answer (pg. 13-14)**, this cites "(page 18, 4- 5)" but it appears that pg. 18, ln. 4-5 of the Appeal Brief is meant. Regardless, this essentially repeats the Answer at item 19.d (pg. 9), and we urge that our remarks above in rebuttal to that apply equally here.

**Turning next to item 28 in the Response to Argument in the Answer (pg. 14)**, the gist of this is: The Examiner made an assertion to support the rejection; Appellant rebutted that, noting that the Examiner's citations did not support the assertion; and now the Examiner has provided two new citations that support the original assertion (about the claimed invention's use of cryptography). Let us again move on, Appellant concedes that cryptography is a known art and that the present invention uses conventional cryptography, albeit, we urge, in a novel manner as encompassed by claim 12 as a whole.

**And turning finally to item 29 in the Answer (pg. 14-15),** this is essentially the same line of argument presented in item 21 in the Answer (pg. 10). We urge that our remarks above in rebuttal to that apply equally here.

5 In particular, we note that here again that the Examiner has conceded that Subler does not teach the limitation of storing assets in a hard drive prior to PC delivery to an end user and that there is no assertion (or support) that Hurley instead teaches this.

**Alternate version of VIII CLAIMS APPENDIX**  
(37 C.F.R. § 41.37(c)(1)(viii))

The text of the claims involved in the appeal are:

5

1-11 (Cancelled).

12. A method for marketing digital content, comprising:

- a) storing an inventory of assets in a hard drive of a personal computer prior to delivery  
10 of said personal computer to a user, wherein said assets are instances of the digital  
content and are protected from unauthorized use by a digital wrapper requiring at  
least one key for unwrapping;
- b) subsequent to said delivery of said personal computer to said user, displaying on the  
personal computer information about said inventory;
- 15 c) accepting a selection representing a particular said asset from said user;
- d) transmitting money representing payment for said selection and an identifier  
associated with said selection from the personal computer to a clearing house, via  
a communications system;
- e) receiving at least one key associated with said selection at the personal computer; and
- 20 f) unwrapping said digital wrapper protecting said selection using said at least one key  
required for said selection.

13. The method of claim 12, wherein:

said (e) includes:

- 25 1) receiving at the personal computer a first said key from said clearing house;

- 2) transmitting from the personal computer said first said key to a master server,  
via said communications system; and
- 3) receiving back at the personal computer a second said key from said master  
server.

5

14. The method claim 12, wherein said (b) through said (f) are performed using a graphical user interface that presents said assets metaphorically as merchandise and units of service in aisles of stores.

10 15. The method of claim 12, wherein said graphical user interface further presents said stores metaphorically as a member of the set consisting of villages, town squares, shopping centers, and malls.

16-25 (Cancelled).

15

26. A system for marketing digital content to a user on a personal computer, comprising:

a hard drive installed in the personal computer, wherein an inventory of assets are stored  
in said hard drive, said assets are instances of the digital content, and said assets  
are protected from unauthorized use by a digital wrapper requiring at least one  
key for unwrapping;

20

a logic in the personal computer to:

display information about said inventory to the user;  
accept a selection by the user of a particular said asset;

receive said at least one key required for unwrapping said selection; and  
unwrap said digital wrapper protecting said selection.

27. The system of claim 26, wherein:

5       said hard drive is installed by a manufacturer of the personal computer with said  
inventory already pre-stored therein.

28. The system of claim 27, wherein:

the personal computer includes a communications unit; and  
10       said logic is further to:  
transmit money representing payment for said selection and an identifier  
associated with said selection, via said communications unit to a remote  
location; and  
receive at least one of said keys required for unwrapping said selection, via said  
15       communications unit from said remote location.

29. A unit for use in marketing digital content to a user of a personal computer, comprising:

a hard drive for installation into the personal computer, wherein:  
an inventory of assets are stored in said hard drive;  
20       said assets are instances of the digital content, wherein at least one said asset is an  
executable software that is pre-configured to run from said hard drive once  
it is installed in the personal computer; and  
said assets are protected from unauthorized use by a digital wrapper requiring at

least one key for unwrapping.

30. The system of claim 29, wherein:

said hard drive includes a client logic that is installable into the personal computer,

5                wherein said client logic is to:

display information about said inventory to the user;

accept a selection by the user of a particular said asset;

receive said at least one key required for unwrapping said selection; and

unwrap said digital wrapper protecting said selection.

10

31. The system of claim 30, wherein said client logic is further to:

transmit money representing payment for said selection and an identifier

associated with said selection, via a communications unit to a remote

location; and

15                receive at least one of said keys required for unwrapping said selection, via said

communications unit from said remote location.



This is the final page of this Reply Brief.

Patent Venture Group  
10788 Civic Center Drive, Suite 215  
Rancho Cucamonga, California 91730-3805

Respectfully Submitted,

A handwritten signature in black ink, reading "Raymond E. Roberts". The signature is fluid and cursive, with the first name "Raymond" and last name "Roberts" clearly legible.

Telephone: (909) 758-5145  
Facsimile: (888) 847-2501

Raymond E. Roberts  
Reg. No.: 38,597